State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA

Contract ID 000000000000000000016432 **Contract Dates** Origin 12/01/2009 to 12/01/2011 CP Description: **Contract Maximum CP-MEAT & MEAT PRODUCTS**

LaRose, Deborah L 828-4635

Buyer Phone

Buyer Name

Page

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\$9,999,999.99

Contract Status

Approved

Vendor ID 0000018503 **Poultry Products** 11 Bemis Rd Hooksett NH 031062620

Phone

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Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	MEAT AND MEAT PRODUCTS FRESH AND FROZEN MEAT ITEMS AS DESCRIBED IN CONTRACTOR'S UPDATED PRICE LIST, TO BE SUPPLIED TO FACILITIES ON A WEEKLY BASIS.	EA	0.01000	0.00	0.00

IF YOU ARE VIEWING THIS CONTRACT IN VISION CLICK ON "VIEW" BUTTON TO SEE ASSOCIATED DOCUMENTS.

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR MEAT & MEAT PRODUCTS ISSUED NOVEMBER 5, 2009 AND VENDOR'S RESPONSE DATED NOVEMBER 16, 2009.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE OF CONTRACT: TO PROVIDE MEAT & MEAT PRODUCTS ON A WEEKLY BASIS TO FACILITIES THROUGHOUT THE STATE OF VERMONT.

CONTRACT PERIOD: DECEMBER 1, 2009 TO DECEMBER 1, 2011 WITH THE OPTION TO RENEW FOR TWO ADDITIONAL 12-MONTH PERIODS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE: ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED

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Contract Dates	Origin	
12/01/2009 to 12/01/2011		CP
Description:		Contract Maximum
CP-MEAT & MEAT PRODUCTS		\$9,999,999.99
Buyer Name	Buyer Phone	Contract Status
LaRose, Deborah L	828-4635	Approved

Phone #:

				Unit	Max	Max
Line # Item ID	Item Desc		UOM	Price	Qty	Amt
AND DAYMENT THEREFORE CHALL BE MADE AT A DROPED DEDUCTION IN DRICE						

AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15

REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15

REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

DELIVERIES MAY BE MADE WEEKLY OR BI-WEEKLY ACCORDING TO PARAGRAPH ENTITLED DELIVERY AND AVAILABILITY. ALL DELIVERIES ARE TO BE MADE IN AT LEAST A TWO (2) COMPARTMENT TRUCKS SECTIONED INTO FROZEN AND REFRIGERATED. ALL DELIVERIES MUST BE INSPECTED AND SIGNED FOR BY A FOOD OFFICER AT THE TIME OF DELIVERY.

ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE. CONTRACTORS ARE TO SUPPLY FIRST QUALITY, GRADE A, UNLESS OTHERWISE SPECIFIED.

THE STATE MAY UPON REQUEST INSPECT THE CONTRACTOR'S WAREHOUSE AND TRUCKS. THE INSPECTION WILL BE BY THE STATE OR REPRESENTATIVES OF THE STATE AND IT SHALL BE: CLEAN, FREE OF INSECTS AND RODENTS, ADEQUATE FOR STORING AND DELIVERY PRODUCTS (DRY, CHILLED, OR FROZEN), MEET OR EXCEED ANY USDA OR FDA REQUIREMENTS.

THE STATE MAY UPON REQUEST, REQUIRE THE CONTRACTOR TO PROVIDE ACCURATE, RELIABLE AND TIMELY REPORTS REGARDING INVOICES, STATEMENTS, CREDITS AND UTILIZATIONS.

PRIOR TO EXECUTION OF A CONTRACT THE CONTRACTOR WILL PROVIDE THE STATE THE NAMES AND CONTACT INFORMATION FOR A PRIMARY AND A SECONDARY REPRESENTATIVE WHO WILL BE RESPONSIBLE FOR THE FOLLOWING: CONTRACT ADMINISTRATION, RECEIVING AND PROCESSING ORDERS FOR ALL CENTERS, ENSURING ON-TIME DELIVERY AND RESOLVING ANY SUPPLY DISCREPANCIES, AND BE AVAILABLE ON A DAILY BASIS FOR THE STATE FOOD SERVICE SUPERVISORS AND OFFICE OF PURCHASING & CONTRACTING. CONTRACTOR MAY BE EXPECTED TO PARTICIPATE IN REGULARLY SCHEDULED FOOD SERVICE SUPERVISOR'S MEETINGS. AT THIS TIME MEETINGS ARE SCHEDULED QUARTERLY IN A CENTRAL VERMONT LOCATION.

CONTRACTOR MUST BE WILLING TO DELIVERY TO ANY OR ALL PARTIES.

PRICES WILL BE SUBMITTED WEEKLY. MEAT PRICE LISTS IS SUPPLIED BY THE CONTRACTOR TO THE USING FACILTIES. THE LIST CONTAINS THE MEAT AND MEAT PRODUCT CURRENTLY IN USE AT THE FACILITIES AND HAS BEEN AGREED UPON BY ALL PARTIES, FOR THE USE UNDER THIS CONTRACT. PRODUCTS LISTED IN THE MEAT PRICE LIST, SHALL REMAIN FIRM THROUGHOUT THE CONTRACT PERIOD. PRODUCT ADDITIONS AND DELETIONS REQUIRE APPROVAL FROM THE OFFICE OF PURCHASING AND CONTRACT. NOTIFICATION OF THE ADDITIONS AND DELETIONS WILL BE FORWARDED TO THE CONTRACTOR BY THE OFFICE OF PURCHASING AND CONTRACTING. LIST MUST SHOW EFFECTIVE DATE OF PRICING. PRICES HONORED BY THE STATE WILL BE THOSE IN EFFECT THE DATE THE FACILITY PLACE THE ORDER AND NOT AT THE TIME OF DELIVERY OR INVOICE. BACK ORDERS WILL BE PRICED AT POINT OF ORIGINALLY ORDERED. ONCE CONTRACTOR HAS EMAILED OR FAXED THE NEW MEAT PRICE LISTS TO ALL PARTIES, PRICES WILL REMAIN FIRM AND NO PRICE CHANGES ARE ALLOWED. CONTRACTOR SHALL SUBMIT ONE COPY OF THE MEAT PRICE LIST TO OFFICE OF PURCHASING & CONTRACTING BY EMAIL OR FAX. AS MANY

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Buyer Name	Buyer Phone	Contract Status	
LaRose.Deborah L	828-4635	Approved	

Phone #:

Unit Max Max
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ITEMS ON THE MEAT PRICE LIST AS POSSIBLE MUST BE BID AND LISTING SHALL BE SUBMITTED DIRECTLY BY CONTRACTOR TO

ITEMS ON THE MEAT PRICE LIST AS POSSIBLE MUST BE BID AND LISTING SHALL BE SUBMITTED DIRECTLY BY CONTRACTOR TO EACH FACILITY WITH A COPY TO THE OFFICE OF PURCHASING & CONTRACTING. EFFECTIVE DATE OF PRICE WILL BE MONDAY THROUGH SUNDAY. VENDOR SHALL SUBMIT PRICE LIST AT LEAST BY THE FRIDAY BEFORE THE EFFECTIVE DATE COMMENCES (THE FOLLOWING MONDAY) TO ALLOW TIME FOR RECEIPT OF THE LISTS BY AGENCIES. IT IS THE VENDOR'S RESPONSIBILITY TO KEEP SUFFICIENT COPIES OF THE BLANK BID SHEET, AS THIS SHALL BE THE LIST WHICH WILL BE ACCEPTED FOR PRICING AT THE TIME DURING THE CONTRACT PERIOD UNLESS OTHERWISE APPROVED BY THE OFFICE OF PURCHASING & CONTRACTING.

CONTRACTOR MUST MAINTAIN AN AVERAGE OF 98% STOCK AVAILABILITY. UPON RECEIPT OF ORDER, CONTRACTOR SHALL IMMEDIATELY NOTIFY ORDERING SITE OF OUT OF STOCK/NOT AVAILABLE PRODUCT. (NOTE: OUT OF STOCK/NOT AVAILABLE PRODUCT SITUATIONS MAY BE BASIS FOR CANCELLATION OF CONTRACT AND/OR CHARGING BACK FOR ADDITIONAL COST OBTAINING SUCH PRODUCTS ELSEWHERE.

SUITABLE SUBSTITUTIONS SHALL BE MADE IN THE EVENT OF OUT OF STOCK/NOT AVAILABLE PRODUCT SITUATION AT THE SAME PRICE AS THE PRODUCT THAT IS ON CONTRACT. SUCH SITUATION BE SAME GRADE; QUALITY ETC. SUBSTITUTIONS SHALL NOT BE MADE ON A CONTINUED BASIS. EXPLANATION OF REPEATED/CONTINUED SUBSTITUTION SHALL BE MADE TO THE STATE IN A TIMELY MANNER. IF CONTRACTOR CANNOT SUPPLY AN ACCEPTABLE SUBSTITUTION, THE FOOD SERVICE SUPERVISOR MUST CONTACT THE OFFICE OF PURCHASING AND CONTRACTING AND REQUEST AUTHORIZATION TO PURCHASE FROM AN ALTERNATE SOURCE. IT WILL BE LEFT TO THE FOOD SERVICE SUPERVISOR'S DISCRETION AS TO WHETHER OR NOT A PARTIAL FILL ORDER WILL BE ACCEPTED. REPEATED OUT OF STOCK, SUBSTITUTIONS AND/OR PARTIAL FILLS MADE BY CONTRACTOR MUST BE REPORTED BY THE FOOD SERVICE SUPERVISOR BY EMAIL OR FAX TO THE OFFICE OF PURCHASING AND CONTRACTING. CONTRACTORS ARE TO INDICATE ALL OUT OF STOCK, PARTIAL FILLS AND SUBSTITUTES ON THEIR INVOICES.

CONTRACTOR SHALL PROVIDE GRADE A, FIRST QUALITY, LABEL BRAND. IF CONTRACTOR MUST CHANGE LABEL BRAND, A WRITTEN NOTIFICATION MUST BE FORWARDED TO THE OFFICE OF PURCHASING & CONTRACTING FOR APPROVAL. THE STATE WILL HAVE THE OPTION TO ACCEPT THE CHANGES OR BUY PRODUCT ELSEWHERE.

THE STATE RESERVES THE RIGHT TO REQUEST SPECIFIC SAMPLES FOR FOOD CUTTING AT ANY TIME THROUGHOUT. THE CONTRACT PERIOD.

THE STATE RESERVES THE RIGHT TO HAVE THE PRODUCT OF QUESTIONABLE NATURE TESTED BY THE VERMONT DEPARTMENT OF AGRICULTURE. OR STATE HEALTH DEPARTMENT.

FILL RATE IS TO BE 98% MINIMUM OF EACH ITEM REQUESTED. VENDORS ARE TO INDICATE FOOD PRODUCTS AND PACKED IN VERMONT.

THE STATE WILL WORK WITH THE CONTRACTOR TO ESTABLISH A PROCEDURE TO ENSURE PROMPT PAYMENT TO FULLY RECONCILED INVOICES. THE CONTRACTOR WILL NOT LIMIT OR WITHHOLD SERVICE TO A FACILITY DUE TO PAST INVOICES. AS NOTED IN THE INVOICE PARAGRAPH DISPUTED AND UN-RECONCILED INVOICES ARE NOT TO BE CONSIDERED PAST DUE.

ANY CLAIM OF PRODUCT DELIVERY THAT IS UNUSABLE (DAMAGED, ROTTEN, INEDIBLE, AND UNACCEPTABLE SUBSTITUTION, ETC.) SHALL BE RESOLVED WITHIN THREE (3) DAYS.

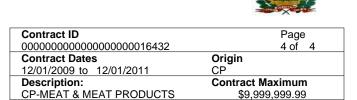
INVOICING IN ACCORDANCE WITH THE CONTRACT IS ESSENTIAL FOR TIMELY PAYMENTS TO THE VENDOR. CONTRACTOR MUST WORK WITH THE STATE OF DEVELOP PROCEDURES THAT WILL ENSURE A MINIMUM OR ERRORS. INVOICES ARE TO REFLECT PRODUCT NUMBER OF EACH ITEM SO AS TO EASILY MATCH TO PRICE LIST FOR PRICE VERIFICATION BY FACILITIES. CONTRACT AND NON-CONTRACT ITEMS SHALL NOT BE COMINGLED ON THE SAME INVOICE. INVOICES TO BE RENDERED BY THE VENDOR TO EACH INDIVIDUAL FACILITY RESPONSIBLE FOR THE ORDER. CONTRACTOR SHALL BE RESPONSIBLE FOR SHOWING THE ORDERING FACILITY, CONTRACTOR'S PRODUCT NUMBER, DATE OF ORDER, UNIT AND EXTENSION PRICES ON ALL INVOICES. SUBSTITUTED ITEMS MUST BE REFLECTED ON INVOICES AT THE CONTRACT PRICE. IF INVOICE REFLECTS A HIGHER PRICE FOR ITEMS OR SUBSTITUTES A HIGHER PRICE ITEM, THE CONTRACTOR'S INVOICE WILL BE CUT-BACK TO THE PRICE AT THE TIME OF THE ORDER HOWEVER, IF THE PRICING IS LOWER THAN TIME OF ORDER THIS PRICE WILL PREVAIL IN THE PAYMENT. IF MORE THEN A QUART OF THE ITEMS ON THE INVOICE ARE PRICED INCORRECTLY, THE VENDOR WILL BE EXPECTED TO REISSUE A CORRECTED INVOICE TO THE FACILITY. IT WILL BE THE VENDOR'S RESPONSIBILITY TO ENSURE CORRECT PRICING. THE CONTRACTOR IS ADVISED THE INVOICE WITH DISCREPANCIES WILL TAKE LONGER TO PROCESS AND THE STATE SHALL NOT BE HELD RESPONSIBLE.

THE STATE RESERVES THE RIGHT TO CONDUCT IN-DEPTH CONTRACT PRICE AUDITS THROUGHOUT THE CONTRACT PERIOD.

THE STATE UPON REQUEST HAS THE RIGHT TO ADD AN ADDITIONAL FACILITY WITH A 30 DAY WRITTEN NOTICE OR REMOVE A

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Buyer Phone

Vendor ID 0000018503 **Poultry Products** 11 Bemis Rd Hooksett NH 031062620 USA

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			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt
FACILITY WITH A 60 DAY WRITTEN NOTICE.				-	

Buyer Name

LaRose, Deborah L 828-4635

CONTRACTOR MUST BECOME FAMILIAR WITH FOOD SERVICE OPERATIONS IN CORRECTIONAL AND HOSPITAL SETTINGS AND FOOD SERVICE CONCEPTS ON WHICH THEY ARE BASED.

CONTRACTOR MAY BE DELAYED TO DELIVERING DUE TO UNFORESEEN CIRCUMSTANCES I.E. LOCKING DOWN A FACILITY DUE TO AN EMERGENCY, FORMAL HEAD COUNTS, SHIFT CHANGES.

VENDOR CONTACT: JOHN TOMKO, TELEPHONE 800-696-1062, FAX 603-644-1700, E-MAIL: JOHN.TOMKO@PPCNEW.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635, FAX 802-828-2222

E-MAIL: deb.larose@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: